

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI154921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Nature of Hair LLC		03/13/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	True Colors Chemistry, Inc.		
Street Address:	209 Solana Vista Drive		
City:	Solana Beach		
State/Country:	CALIFORNIA		
Postal Code:	92075		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88111097	WILD	
Serial Number:	88111088	PLANT BABY	
Serial Number:	86162602	HAIRPRINT	
Serial Number:	87108535	PRODUCTS FOR HUMANITY	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7146415100		
Email:	trademarks@rutan.com,knghiem@rutan.com		
Correspondent Name:	Lindy M. Herman		
Address Line 1:	18575 Jamboree Road, 9th Floor		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	038736.0000		
NAME OF SUBMITTER:	KATELYN NGHIEM		
SIGNATURE:	KATELYN NGHIEM		
DATE SIGNED:	04/15/2024		

CH \$115.00.00 88111097

Total Attachments: 9

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Assignment”) is made by The Nature of Hair LLC, a Delaware limited liability company (“Assignor”), in favor of True Colors Chemistry, Inc., a Delaware corporation (“Assignee”), as of March 13, 2024. This document is the “Intellectual Property Assignment” as defined in that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), by and among Assignor, Assignee, and the other parties thereto. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, upon the terms and subject to the conditions of the Purchase Agreement, Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase from Assignor, all rights, title, and interest in and to all Intellectual Property Assets and Proprietary Assets that are owned by Assignor (the “Assigned IP”) for the consideration set forth in the Purchase Agreement;

WHEREAS, it is the intention of Assignor and Assignee to reflect the sale, transfer, assignment, conveyance and delivery by Assignor to Assignee of the Assigned IP by the execution and delivery of this Assignment at the Closing; and

WHEREAS, the parties hereto now desire to and hereby do carry out the intent and purposes of the Purchase Agreement by the execution and delivery by Assignor and Assignee of this Assignment as evidence of and to effectuate the foregoing.

NOW, THEREFORE, in consideration of the covenants and promises set forth herein and in the Purchase Agreement and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, in perpetuity, all of Assignor’s rights, title and interest in and to the Assigned IP, including, without limitation, the intellectual property listed below:

- a. all of Assignor’s trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, including the trademark registrations set forth in Exhibit A attached hereto, together with the goodwill connected with the use of and symbolized thereby, and all issuances, extensions and renewals thereof (the “Trademarks”);
- b. all of Assignor’s copyrights, works of authorship and designs (the “Copyrights”);
- c. all of Assignor’s internet domain names, social media accounts or user names (including “handles”), and e-commerce accounts, whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media sites and pages, and all content and data thereon or relating thereto, whether or not Copyrights, set forth in Exhibit B attached hereto,

and all extensions and renewals thereof (the “Domain Names, Social Media Accounts and E-Commerce Accounts”);

- d. all of Assignor’s computer programs, operating systems, applications, firmware and other code and all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof (“Software”);
- e. without limiting the generality of the foregoing, and for the avoidance of doubt, all proprietary data, software, and other tangible or intangible property owned or used by Company and used in the operation of the Business, including, but not limited to, every product SKU (whether now existing or in development), formulas, detailed manufacturing instructions for all products sold or manufactured by the Company or in connection with the Business, trade secrets, or other know-how relating to the production of Company products, manufacturing processes, designs, and data;
- f. without limiting the generality of the foregoing, and for the avoidance of doubt, all intellectual property, including but not limited to, all trademarks and service marks (regardless of use) and associated goodwill, digital assets including URLs, domain names, websites (including all content thereon), ecommerce seller accounts (including all content thereon), social media accounts and user names (including all content thereon), artwork, photography, videos, inventions, patents, patent applications, designs, copyrights, trade names, and trade dress, together with all related royalties and fees, and together with all claims and causes of action with respect to such intellectual property;
- g. without limiting the generality of the foregoing, and for the avoidance of doubt, all data and records related to the operations of the Company, including but not limited to, all client lists and records, client transaction histories, vendor lists and records, personnel records, email databases, creative materials, advertising materials, marketing programs or other similar materials;
- h. all rights of any kind whatsoever of Assignor accruing under any of the foregoing as they exist anywhere in the world, whether registered or unregistered, provided by applicable law of any jurisdiction, by international treaties and conventions;
- i. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- j. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution,

misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Assignor hereby expressly and irrevocably agrees that this Assignment may be filed, furnished or recorded by or on behalf of Assignee with any Governmental Authority or other Person in furtherance of the assignment set forth in Section 1 above, including, without limitation, to update, memorialize or update any ownership, registration, qualification or chain of title relating to the Assigned IP. Following the date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned IP to Assignee, or any assignee or successor thereto.

3. Conflicts and Inconsistencies. This Assignment is executed and delivered by Assignor and Assignee pursuant to the Purchase Agreement, subject to the covenants, representations and warranties thereof. No provisions set forth herein shall be deemed to enlarge, alter or amend the terms or provisions of the Purchase Agreement. In the event of any conflict between the provisions herein and the Purchase Agreement, the provisions of the Purchase Agreement shall control.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the internal Laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of California.

5. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of each other party, which consent shall not be unreasonably withheld or delayed.

6. Counterparts; Electronic Signatures. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

“Assignor”

THE NATURE OF HAIR LLC, a Delaware limited liability company

By:  _____

Name: Paul Hawken

Title: Director

“Assignee”

TRUE COLORS CHEMISTRY, INC., a Delaware corporation

By: _____
Name: 

Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first written above.

“Assignor”

THE NATURE OF HAIR LLC, a Delaware limited liability company

By: _____

Name: Paul Hawken

Title: Director

“Assignee”

TRUE COLORS CHEMISTRY, INC., a Delaware corporation

By:  _____

Name:

Title: President

EXHIBIT A
Registered Trademarks

Mark	Jurisdiction	App. No. and Date	Reg. No. and Date	Owner	Status
HAIRPRINT	United States	86162602 Jan. 10, 2014	4615288 Sept. 30, 2014	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Sept. 30, 2024
PRODUCTS FOR HUMANITY	United States	87108535 Jul. 19, 2016	5728262 Apr. 16, 2019	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Declaration of Use due: Apr. 16, 2025
HAIRPRINT	European Union	013073986 Jul. 10, 2014	013073986 Apr. 29, 2015	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Jul. 10, 2024
HAIRPRINT	United Kingdom	UK00913073986 Jul. 10, 2014	UK00913073986 Apr. 29, 2015	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Jul. 10, 2024
HAIRPRINT	International Registration (IR)	1278801 Aug. 27, 2015	1278801 Aug. 27, 2015	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Aug. 27, 2025

HAIRPRINT	Australia (Designation under IR 1278801)	1741919 Aug. 27, 2015	1278801 Aug. 27, 2015 (Local Reg. No.: 1741919)	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Aug. 27, 2025
HAIRPRINT	Colombia (Designation under IR 1278801)	15299297 Aug. 27, 2015	1278801 Aug. 27, 2015 (Local Reg. No.: 545845) (Local Reg. Date: Dec. 14, 2016)	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Aug. 27, 2025
HAIRPRINT	India (Designation under IR 1278801)	3278526 Aug. 27, 2015	1278801 Aug. 27, 2015	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Aug. 27, 2025
HAIRPRINT	Israel (Designation under IR 1278801)	281040 Aug. 27, 2015	1278801 Aug. 27, 2015 (Local Reg. Date: Aug. 2, 2017)	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Aug. 27, 2025
HAIRPRINT	Japan (Designation under IR 1278801)	1278801 Aug. 27, 2015	1278801 Aug. 27, 2015 (Local Reg. Date: Sept. 23, 2016)	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Aug. 27, 2025
HAIRPRINT	Mexico	M11696034	1278801	The Nature of Hair LLC	Registered

	(Designation under IR 1278801)	Aug. 27, 2015	Aug. 27, 2015 (Local Reg. No.: 1701841) (Local Reg. Date: Nov. 29, 2016)	(per the Hairprint Trademark Assignment)	Renewal due: Aug. 27, 2025
HAIRPRINT	New Zealand (Designation under IR 1278801)	1034178 Aug. 27, 2015	1278801 Aug. 27, 2015 (Local Reg. No.: 1034178) (Local Reg. Date: May 3, 2016)	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Aug. 27, 2025
HAIRPRINT	Republic of Korea (Designation under IR 1278801)	4020157013242 Aug. 27, 2015	1278801 Aug. 27, 2015 (Local Reg. Date: Oct. 4, 2016)	The Nature of Hair LLC (per the Hairprint Trademark Assignment)	Registered Renewal due: Aug. 27, 2025
WILD	United States	88111097 Sep. 10, 2018	6789806 Jul. 12, 2022	The Nature of Hair LLC (per the Hawken Intellectual Property Assignment)	Registered Declaration of Use due: Jul. 12, 2028
PLANT BABY	United States	88111088 Sep. 10, 2018	6396983 June 22, 2021	The Nature of Hair LLC (per the Hawken Intellectual Property Assignment)	Registered Declaration of Use due: June 22, 2027

EXHIBIT B

Domain Names, Social Media Accounts and E-Commerce Accounts

Domain Names

Domain Name	Registrar Name	Registrant Name	Expiration Date
myhairprint.com	The Nature of Hair LLC	Domain Administrator c/o Tiger Technologies LLC	Dec. 22, 2024
thenatureofhair.com	The Nature of Hair LLC	Domain Administrator c/o Tiger Technologies LLC	Dec. 13, 2024
hair-print.com	The Nature of Hair LLC	Domain Administrator c/o Tiger Technologies LLC	Dec. 15, 2024
hairprintcompany.com	The Nature of Hair LLC	Domain Administrator c/o Tiger Technologies LLC	Dec. 15, 2024
hairprintformen.com	The Nature of Hair LLC	Domain Administrator c/o Tiger Technologies LLC	Mar. 14, 2024
productsforhumanity.com	The Nature of Hair LLC	Domain Administrator c/o Tiger Technologies LLC	Mar. 30, 2024

Social Media Accounts

Social Media Platform	Username / Handle	URL Address
Facebook	Hairprint	www.facebook.com/myhairprint
Pinterest	@myhairprint	www.pinterest.com/myhairprint
Instagram	Hairprint	www.instagram.com/hairprint
YouTube	@hairprint5423	www.youtube.com/channel/UCO8q2aSw1wqGNuQuUkL3yeQ

E-Commerce Accounts

Shopify account at shopify.com